

## **ATTENTION**

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## **ATTENTION**

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LEASE

This lease made this 1st. day of December, 1971, by and between the Gas Storage Company, a copartnership consisting of G. L. Childress, Gayle Childress, Myrtle V. Childress, G. L. Childress and Sons of Joplin, Missouri, Vaughan Childress of Tulsa, Oklahoma, and W. Monte Taylor of Houston, Texas, herein-after referred to as lessor, and Joplin Butane Gas Company, of Joplin, Missouri, a corporation, hereinafter referred to as lessee, Witnesseth:

1. The said lessor by mutual agreement with the said lessee does hereby terminate a lease made to the lessee dated September 1, 1951, and issues this lease in its place.
2. Said lessors hereby lease to said lessee in its present condition, the liquid petroleum gas storage plant located on North Main Street, Joplin, Missouri, and all tanks and equipment connected therewith belonging to the partnership and located on a tract of land owned by the Joplin Butane Gas Company, described as:

A tract of land commencing at the Northeast (NE) corner of the Southeast (SE4) Quarter of the Northeast (NE4) Quarter of Section 34, Township 28 North, Range 33 West, Jasper County, Missouri, thence South along the east line of Section 34 thirty-two (32) rods or 526.66 feet, thence west 51½ rods or 849.75 feet, thence north parallel to the east line of said section 32 rods to the north line of said forty, thence east 51½ rods to the point of beginning, excepting the part lying north of Turkey Creek and excepting the Kansas City Southern Railroad right-of-way and the Missouri State Highway right-of-way, all lying in Joplin Miscellaneous tracts numbered 13 and 14 in said Northeast (NE4) of Section 34, Township 28, Range 33,

for a term of ten years, commencing on the 1st. day of December, 1971, and ending on the 30th. day of November, 1981, said lessee agrees to pay, and said lessor agrees to accept the following rental for said term, to-wit: \$250.00 Dollars per month, or to

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of the term of ten years, commencing on the 1st day of January, 1955, and continuing thereafter on the 1st day of each succeeding month until the end of said ten year term, unless otherwise mutually agreed to by both parties. It is further mutual understanding and agreed that this lease may be modified and the rent raised by mutual agreement of partners owning not less than 75% of the Gas Storage Company and the Board of Directors of the Joplin Butane Gas Company.

3. Said premises and the equipment thereon, or any part thereof, or this lease shall not be assigned, transferred, let or sublet, or used for any purpose other than a liquid petroleum gas storage plant, without the written consent of lessors first had and obtained.

4. Lessee shall at its own expense keep in maintenance said premises and the equipment thereon in good repair and in good working order and shall quit and surrender the premises at the end of the term in as good condition as the reasonable use thereof will permit. Lessee shall keep said premises clean and free from filth or waste or fire hazards, and shall not create, permit or maintain any nuisance therein or thereabouts, and shall comply with all federal and state laws and city ordinances and regulations relating to said premises and the operations of a liquid petroleum gas storage plant thereon. Lessee shall, at its own expense, keep said property and premises fully insured against damage by fire, explosion, windstorm, other hazards, and shall, at its own expense, carry liability and property damage insurance protecting both parties hereto from any claims, suits or demands arising from or connected with the operation of said plant and premises.

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operate as a breach or default, in the terms of this lease, but if not so corrected, then this lease shall terminate, at the option of lessors, and lessors may re-enter and repossess the premises, without notice or demand, and remove all parties therefrom, and lessee shall be liable for all loss or damage resulting from such default or violation, but it is hereby understood and agreed that such termination or re-entry shall not relieve lessee from the obligation to pay the amount herein reserved as rental and to make the monthly or other payments hereinbefore set forth at the times and in the manner aforesaid, and lessors may relet said premises, applying the proceeds thereof to the payment of said rental hereintofore reserved as the same may from time to time become due and toward the fulfillment of the other covenants, agreements and conditions herein contained, and the balance remaining, if any, to be paid over to lessee.

8. It is further understood and agreed that in event lessee becomes insolvent or shall be declared bankrupt, or if a receiver shall be appointed for lessee's property or affairs or any assignment made for the benefit of lessee's creditors or any judgement creditor or assignee levy execution or sale upon lessee's interest in this lease, then, in any such event, this lease shall thereupon terminate and lessors shall have the right to re-enter upon and take possession of said premises without demand or notice, and lessee shall be bound and obligated as provided in paragraph 7, above, and any trustee, receiver, assignee or judgement creditor shall have no rights or privileges hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

15-0149

GAS STORAGE COMPANY, LESSOR

M. L. Childers  
Margaret L. Childers  
Raymond Childers  
W. L. Childers and Son  
W. L. Childers  
W. L. Childers

JOPLIN BUTANE GAS COMPANY, LESSEE

BY W. L. Childers

Attest:

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65-2157

5. Lessee shall pay for all heat, light and water used on or at said premises.

6. If, during the term of this lease, the premises or the equipment thereon shall, without fault of lessee, be destroyed or so damaged by fire or otherwise as to become unusable, then, if lessor shall, by writing, notify lessee within fifteen days after said damage or destruction that lessors elect to rebuild or repair, this lease shall remain in force and lessors shall rebuild or repair with all reasonable speed, taking into consideration the then availability of materials and labor, governmental regulations and restrictions, strikes, work stoppages, boycotts, labor disputes and acts of God, putting said premises and equipment in as good condition as at the time of destruction or damage, and for that purpose may re-enter said premises, and rent shall abate during the time that said premises are unusable, but if said lessors do not elect as aforesaid, then lessors shall have possession of said premises hereby let and lessee shall deliver and surrender to lessors such possessions, and this lease shall become void and the terms hereby created end, and upon such delivery and surrender being made or upon the recovery of said premises by lessors the obligation to pay rent shall cease.

7. It is further agreed, and this lease is made upon this further condition, that in the event default shall be made by lessee in the payment of rent, or any part thereof herein reserved, or in the performance of any of the covenants, agreements or conditions herein contained, then lessors shall give written notice to lessee of said default, and lessee shall have a period of ten days after service of said written notice in which to correct said default, and, if so corrected, same shall not

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